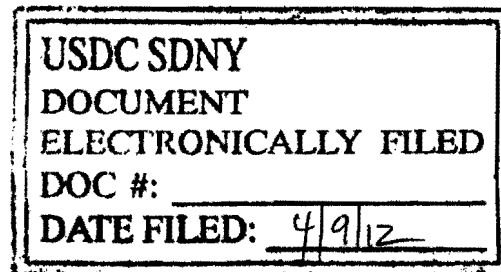


UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK



GREGORY ASBERY,

**STIPULATION OF
Plaintiff, SETTLEMENT AND ORDER OF
DISMISSAL**

-v-

10 CIV 2232 (SHS)(KNF)

LUIS MARSHALL, SGT. JOHNSON, F.N.U.
FIGUEROA, F.N.U. CAMPER,

Defendants.

WHEREAS plaintiff, Gregory Asbery, filed a complaint in this action ("complaint"), alleging that defendants had violated plaintiff's rights during plaintiff's incarceration in the New York State Correctional Services system;

WHEREAS the Court dismissed the claims against all defendants other than Johnson and Camper on motion;

WHEREAS defendants Johnson and Camper answered the complaint and denied all allegations that their conduct violated plaintiff's constitutional or other rights;

WHEREAS the parties wish to resolve the issues alleged in the complaint in the above-captioned action ("Action"), and have negotiated in good faith for that purpose;

WHEREAS none of the parties to the Action is an infant or incompetent person;

WHEREAS the parties to the Action wish to discontinue this litigation without the need for trial and without admitting any wrongdoing on the part of defendants;

WHEREAS plaintiff represents and warrants that, other than this Action, he has no action or proceeding pending in any court arising out of or relating to the subject matter of this lawsuit;

WHEREAS plaintiff further represents and warrants that he is not a Medicare recipient, has never been on Medicare or Social Security Disability, that no conditional payments have been made by Medicare and that he does not expect to be a Medicare recipient within the next 30 months;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and between the undersigned parties and counsel as follows:

1. The Action is dismissed and discontinued with prejudice.
2. Defendants shall pay the sum of \$ 9,800.00 in full satisfaction of any and all claims for relief in this Action, including attorneys fees, costs and disbursements. The Nine Thousand Eight Hundred Dollar (\$9,800.00) check in payment of the above recited sum shall be drawn to the order of the plaintiff Gregory Asbery and shall be promptly forwarded to the plaintiff-inmate's correctional facility in which he is then incarcerated for deposit in his inmate facility/departmental account.
3. In consideration of the payment of the sums recited in paragraph #2 above, the plaintiff, Gregory Asbery, hereby releases and discharges each of the defendants and any and all current or former employees or agents of New York State or the New York State Department of Corrections and Community Supervision, in their individual and official capacities, and their heirs, executors, administrators and assigns, and the State of New York and its agencies, including, without limitation, the New York State Department of Corrections and Community Supervision, from any and all claims, liabilities and causes of action which plaintiff or plaintiff's representatives, heirs or assigns ever had, now has or hereafter shall or may have for, upon, or by reason of any matter, cause or thing whatsoever from the beginning of the world to the date of this stipulation and order.

4. In further consideration of the payment of the sum(s) set forth in paragraph 2, plaintiff hereby waives, releases and forever discharges defendants and any and all current or former employees of the New York State Department of Corrections and Community Supervision, in his/her/their individual and official capacities, and his/her/their heirs, executors, administrators and assigns and the State of New York and the New York State Department of Corrections and Community Supervision, from any and all claims, known or unknown, arising out of the plaintiff(s) Medicare eligibility for and receipt of Medicare benefits, and/or arising out of the provision of primary payment (or appropriate reimbursement), including cases of action pursuant to 42 U.S.C. §1395y(b)(3)(A) of the Medicare, Medicaid and SCHIP Extension Act of 2007. Plaintiff agrees to defend, indemnify and hold harmless the defendant[s] and the State of New York regarding any liens or past and/or future Medicare payments, presently known or unknown in connection with this matter.

5. Nothing in this Stipulation of Settlement shall be construed as an admission or acknowledgment of liability whatsoever by any of the defendants or the New York State Department of Corrections and Community Supervision regarding any of the allegations made by the plaintiff in his complaint.

6. Payment of the amounts recited in paragraph #2 above is subject to the approval of all appropriate New York State officials in accordance with the provisions for indemnification under Section 17 of the New York Public Officers Law. Plaintiff agrees to execute and deliver to counsel for defendants all necessary or appropriate vouchers and other documents requested with respect to such payment. The provisions of Chapter 62 of the Laws of 2001 (relating

to crime victims, funds of convicted persons and the Crime Victims Board, now the New York State Office of Victims Services) may be applicable to payments by defendants hereunder.

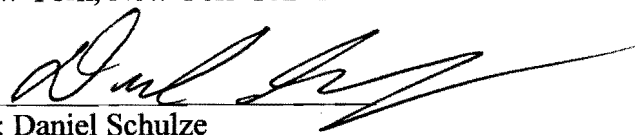
7. In the event payments of the amounts recited in paragraph #2 above are not made within one hundred and twenty (120) days after the receipt by defendants' counsel of a copy of the fully executed So-ordered Stipulation of Settlement as entered by the Court, interest shall accrue on the outstanding principal balance at the rate set forth in 28 U.S.C. § 1961 beginning on the one hundred and twenty-first day after receipt by defendants' counsel of a copy of the fully executed So-ordered Stipulation of Settlement.

8. This Stipulation of Settlement and any Order entered thereon shall have no precedential value or effect whatsoever and shall not be admissible in any other action or proceeding as evidence or for any other purpose, except in an action or proceeding to enforce this Stipulation of Settlement.

9. This Stipulation of Settlement and Order of Dismissal embodies the entire agreement of the parties in this matter and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation and Order regarding the subject matter of the instant proceedings, shall bind the parties hereto, or vary the terms and conditions contained herein.

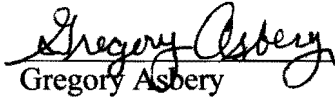
Dated: New York, New York
~~March 2~~, 2012
April 1

ERIC T. SCHNEIDERMAN
Attorney General of the State of New York
Attorney for Defendants
120 Broadway
New York, New York 10271-0332


By: Daniel Schulze
Special Litigation Counsel
Of Counsel
Tel. No. 212-416-6557

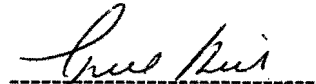
Dated: Ossining, New York
March 26, 2012

Gregory Asbery, DIN 05-A-4915
Plaintiff Pro Se


Gregory Asbery

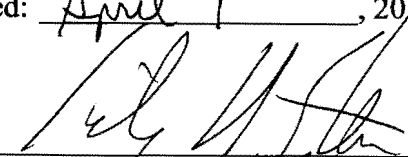
ACKNOWLEDGMENT

On the 26 day of MARCH, 2012, before me came Gregory Asbery, known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed on the within instrument, and acknowledged to me that he executed the same.


Notary Public

SO ORDERED:

Dated: April 9, 2012


Hon. ~~Shira A. Scheindlin~~ Sidney H. Stein
United States District Judge

